



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WM-5**

July 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SUN VALLEY WATERSHED – SUN VALLEY PARK DRAIN
AND INFILTRATION SYSTEM PROJECT
CITY OF LOS ANGELES – COUNTY AGREEMENT
SUPERVISORIAL DISTRICT 3
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve and instruct the Chairman to sign the enclosed agreement between the Los Angeles County Flood Control District and the City of Los Angeles Department of Recreation and Parks for the Sun Valley Watershed – Sun Valley Park Drain and Infiltration System Project that provides for the City of Los Angeles Department of Recreation and Parks to accept ownership and assume the operation and maintenance responsibility for all landscaping, recreational enhancements, and other park amenities provided by the project in and around the Sun Valley Park and Recreation Center and also provides for the District to maintain the vadose monitoring devices, the groundwater monitoring wells, and maintain and operate the Flood Control facilities located within the street right of way.
2. Approve and instruct the Chairman to sign the enclosed agreement between the Los Angeles County Flood Control District and the City of Los Angeles Department of Public Works for the Sun Valley Watershed – Sun Valley Park

Drain and Infiltration System Project that provides for the City of Los Angeles Department of Public Works to accept ownership and assume the operation and maintenance responsibilities for the underground conveyance, treatment, and infiltration system of the project and also provides for the District to maintain the vadose monitoring devices, the groundwater monitoring wells, and maintain and operate the Flood Control facilities located within the street right of way.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As part of an overall plan to solve a severe flooding problem in the Sun Valley area, your Board authorized the District to construct the Sun Valley Watershed - Sun Valley Park Drain and Infiltration System Project and adopted the construction contract on June 15, 2004, Synopsis 98. The project will reduce flooding, increase water quality, recharge groundwater, and improve aesthetics in and around the Sun Valley Park and Recreation Center. The project will contain stormwater flow from the 49-acre area upstream of the park, treat the stormwater within the park, allow the captured stormwater to recharge the groundwater through underground infiltration basins, and park improvements. The project also provides multiple benefits including educational signage, a vegetative swale, new bleachers, and field lights within the park.

This project is within the City of Los Angeles' jurisdiction and has many components. The maintenance responsibilities for various components of the project are defined in the enclosed agreements.

The enclosed agreements provide for the District to maintain flood control facilities in the street right of way, perform water quality monitoring of the system, and maintain the water quality filtration unit for one year. The first agreement provides that the City of Los Angeles Department of Recreation and Parks will accept ownership, and will assume and finance all maintenance responsibility for all landscaping, recreational enhancements, and other park amenities in and around the Sun Valley Park and Recreation Center. The second agreement provides that the City of Los Angeles Department of Public Works will accept ownership, and will assume and finance the operation and maintenance responsibilities for the underground conveyance, treatment, and infiltration system. Once construction of the Sun Valley Watershed – Sun Valley Park Drain and Infiltration System is complete, the City will take on these responsibilities.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. This action also meets the goal of Fiscal Responsibility by sharing annual maintenance with the City of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The District will share in the annual maintenance of the project as described in the enclosed agreements. Financing for the District's share of the maintenance cost will be provided in the current and future fiscal year's Flood Control District Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreements were executed by the City of Los Angeles Department of Public Works and Department of Recreation and Parks on May 27, 2004. They have been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approving these agreements is not an action subject to the provisions of the California Environmental Quality Act (CEQA) since it does not result in a direct or reasonably foreseeable indirect physical change in the environment, Section 15061(b)(3). Approving these agreements will have no environmental impact.

Your Board found the overall project to be exempt under CEQA guidelines on April 20, 2004, Synopsis 48.

CONTRACTING PROCESS

This Board action does not require any contracting processes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will have no adverse impact on current flood control services or projects. The project is in the general interest of Public Works and will provide increased recreational opportunities and improve the quality of life for citizens of the County.

The Honorable Board of Supervisors
July 29, 2004
Page 4

CONCLUSION

Enclosed are four originals of each agreement. Please return three fully executed originals of each agreement along with one approved copy of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

MD:sv

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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT NO. _____
THIRD SUPERVISORIAL DISTRICT

AGREEMENT

This AGREEMENT, entered into on _____, 2004, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "**DISTRICT**," and the CITY OF LOS ANGELES, a municipal corporation in the County of Los Angeles, acting by and through its Board of Recreation and Park Commissioners, hereinafter referred to as "**CITY PARKS**",

WITNESSETH

WHEREAS, **CITY PARKS** owns in fee that property known as the Sun Valley Park and Recreation Center, located at 8133 Vineland Avenue in the Sun Valley area of the City of Los Angeles, State of California; and

WHEREAS, **DISTRICT** and **CITY PARKS** propose to reduce flooding, increase water quality, recharge groundwater, provide landscaping and recreational enhancements and improve aesthetics in and around the Sun Valley Park and Recreation Center, which proposal is hereinafter referred to as the "**PROJECT**" and formally known as the "Sun Valley Watershed - Sun Valley Park Drain and Infiltration System (Project No. FCC0000803)"; and

WHEREAS, the **PROJECT** will be designed to capture and convey, via catch basins and underground storm drains, the stormwater runoff generated from the upstream, local drainage subarea, with the runoff conveyed to the Sun Valley Park and Recreation Center, hereinafter referred to as "**PARK**" and from there to undergo treatment, conveyance into an infiltration system and to percolate from there downward in order to recharge the aquifer or groundwater supply; and

WHEREAS, the **PROJECT** will also have a vegetative or bio-swale along portions of the southern edge of the **PARK** in order to enhance the capability of the **PROJECT** to collect, treat and infiltrate runoff; and

WHEREAS, the **PROJECT** will include certain recreational enhancements to the **PARK** that will allow increased usage of the **PARK** not only during rainy seasons, but also at other times, thereby meeting needs expressed by the Sun Valley community and Park Advisory Board; and

WHEREAS, completing the **PROJECT** is in the general interests of both **DISTRICT** and **CITY PARKS** because it improves the environment for the nearby Sun Valley community; and

WHEREAS, DISTRICT and CITY PARKS desire to enter into this Agreement in order to establish the design, construction, operation, maintenance and financial obligations of each party concerning the **PROJECT**;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by **DISTRICT and CITY PARKS** and of the promises and faithful performance by **DISTRICT and CITY PARKS** of the terms herein contained, for the period of time herein set forth, **DISTRICT and CITY PARKS** hereto mutually agree as follows:

SECTION I

CITY PARKS AGREES TO:

- A. Upon completion of construction and at no cost to **DISTRICT**, to accept ownership of all landscaping, recreation enhancements and other related amenities provided by the **PROJECT** within the **PARK** in perpetuity unless transfer thereof is made to the State or to another appropriate government or quasi-government agency in accordance with existing law at the time of such transfer. Exhibit A (a general location map) and Exhibit B (a map of **PARK** boundaries) are attached hereto and incorporated herein by reference.

Said **PROJECT** amenities include the installation of a lighted soccer/football field in the western part of the **PARK**, improved turf and restoration of two existing baseball fields with new, replacement bleachers, improved and automated irrigation in areas of the **PARK** affected by construction of the **PROJECT**, a sports-equipment storage box, interpretive signage detailing the nature and benefits of the **PROJECT** and a native-plant, vegetative or bio-swale along the southern end of the **PARK**. The swale is designed to collect, treat and infiltrate stormwater runoff. The swale will contain drywells to facilitate drainage and will also collect runoff from the adjacent Lorne Street by means of inlets to be constructed within the existing street curb. A final amenity of the **PROJECT** consists of fencing to block off the **PROJECT's** above-ground maintenance and monitoring equipment from public view.

- B. Upon completion of construction and throughout the term of this **AGREEMENT**, at no cost to **DISTRICT**, **CITY PARKS** will assume the following responsibilities for all landscaping, recreation enhancements and other amenities provided by the **PROJECT** within the **PARK**, said responsibilities to be performed at a level of service not less than that which **CITY PARKS** currently provides at similar facilities in the area.

1. Repair all damaged, defaced or illegible signs associated with the **PROJECT** within a reasonable time frame. If signs are damaged beyond repair, **CITY PARKS** will remove the damaged signs and allow replacement of these signs by other agencies or groups upon approval by **DISTRICT** and at their or **DISTRICT's** sole cost.
2. Regularly inspect signs, fencing, bleachers, light poles and other areas and structures associated with **PROJECT** components listed above in Section I-A in order to determine the need for graffiti removal and the maintenance or repair of signage.
3. Regularly inspect and promptly remove graffiti from signs, fencing, bleachers, light poles and other areas and structures associated with the **PROJECT** components described above in Section I-A.
4. Provide regular cleaning and maintenance of the soccer field, baseball fields, bleachers and other improvements associated with the recreation features of the **PROJECT**.
5. Maintain irrigation lines that are part of the **PROJECT**.
6. Provide maintenance and cleaning, as needed, of the vegetative swale, including the dry wells and curb inlets.
7. Maintain the electrical lines and pay for utility costs associated with the recreational components of the **PROJECT**.
8. Maintain and secure the **PROJECT's** above-ground maintenance area and equipment and inspect same on a regular basis in order to determine if there is a need for additional security and/or maintenance.
9. Coordinate and communicate in writing with **DISTRICT** concerning maintenance activities or repairs beyond those which are considered routine by **CITY PARKS** as they relate to the **PROJECT**.
10. Be an on-site focus for community relations; respond to public inquiries and complaints related to the recreation enhancements of the **PROJECT**.

SECTION II

DISTRICT AGREES TO:

- A. Prepare plans and specifications, perform contract administration and to perform or oversee the construction and inspections for completing the **PROJECT** in accordance with a separate Agreement between **DISTRICT** and the Department of Public Works of the City of Los Angeles, only to the extent approved by the other requisite City Departments.
- B. Construct the **PROJECT** based on the Standard Specifications for Public Works Construction (2003 Edition with Additions/Amendments of November 2003 and the 2004 Supplement), only to the extent approved by the other requisite City Departments; also to follow the approved plans and specifications for the **PROJECT**, said requirements to ensure the safe operation and maintenance of the **PROJECT**.
- C. Prepare, obtain and file all required supplemental environmental documents for the **PROJECT's** construction at **DISTRICT's** sole cost. It is understood that **DISTRICT** filed a Notice of Exemption on May 30, 2003, after having completed a Categorical Exemption for the **PROJECT**.
- D. Prepare plans and specifications, perform contract administration and to perform or oversee the construction and inspections for completing the **PROJECT** in accordance with this AGREEMENT between **DISTRICT** and **CITY PARKS**. Communicate to **CITY PARKS** any proposed deviation from the **CITY PARKS**-approved plans that affect the **PARK** prior to implementation or inclusion in the previously-approved plans.
 - a. To make changes to the final plans and specifications for the **PROJECT** resulting from unforeseen or unforeseeable field conditions encountered during construction. Said changes will be submitted to **CITY PARKS** for review if they will affect the **PARK** or to the Department of Public Works of the City of Los Angeles if the proposed changes will affect the separate Agreement between **DISTRICT** and that other City entity.
- E. Approve or disapprove any requested changes in the scope of work to the **PROJECT** within ten (10) working days of receipt of a written request for same from **CITY PARKS**.
- F. Retain ownership in perpetuity of the catch basins and storm drain portion of the **PROJECT** within the street right-of-way unless transfer thereof is made to the State or another appropriate government or

quasi-government agency in accordance with existing law at the time of such transfer.

- G. Perform water-quality monitoring of the **PROJECT** using in-line water-quality monitoring devices, vadose zone-monitoring devices and groundwater monitoring wells.
 - a. Provide water-quality data obtained from this monitoring of the **PROJECT** to **CITY PARKS** upon **CITY PARKS'** request in order to ensure effective maintenance of the **PROJECT**.
- H. Upon completion of construction, to assume the following responsibilities related to the **PROJECT** throughout the term of this AGREEMENT at no cost to **CITY PARKS**:
 - 1. Provide maintenance and oversee the operation of the **PROJECT's** flood-control facilities located within the street right-of-way, including the repair of damaged storm drains and valves.
 - 2. Maintain and repair the vadose zone-monitoring devices and the groundwater monitoring wells.
 - 3. Maintain the physical structure of the water-quality sampling devices.
 - 4. Maintain the interface laptop computer, located onsite, that is associated with the instrumentation, control and monitoring of the **PROJECT**.
 - 5. Coordinate and communicate **PROJECT** maintenance activities with **CITY PARKS** and with the Department of Public Works of the City of Los Angeles as said activities affect either party.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

- A. Each party will have no financial obligation to the other party under this AGREEMENT except as is herein expressly provided.
 - a. The costs of the **PROJECT**, as referred to in this AGREEMENT, are understood to be the plans and preliminary engineering, permits, the construction contract including labor and materials and the resulting construction, inspection and all other activities needed

to construct the **PROJECT**. The tasks associated with said costs are to be performed at no cost to **CITY PARKS**.

- B. The **PROJECT** is designed to capture and convey stormwater runoff. Design specifications are intended to enable the **PROJECT** to collect the volume of runoff generated in the **PARK** area by a storm of an intensity that normally occurs every 50 years. The **PROJECT** will consist of the following components:

The initial capture and conveyance system will consist of catch basins and storm drains running within Cantara Street just north of the **PARK**. The system will run from the eastern edge of Fair Avenue to the western edge of Vineland Avenue as shown in Exhibit C, which is a plan view and which is attached hereto and incorporated herein by reference.

This system will route the stormwater to a diversion structure that will split the flow into two underground settling (treatment) devices for removal of suspended solids. The flow will then be combined, and the first flush (the first 0.75 inch of rainfall) will then be diverted to a filtration device for removal of heavy metals. The treated first flush will be combined with the rest of the flow for conveyance into two underground infiltration basins as shown in Exhibit D (a process flow diagram) as attached hereto and incorporated herein by reference. The primary infiltration basin will be located beneath the existing passive recreation area on the west side of the **PARK**. The secondary infiltration basin will be located beneath a portion of the westernmost baseball field.

Further, the **PROJECT** will have a "burper" structure to outlet captured stormwater flow in excess of the treatment system's capacity. The **PROJECT** includes in-line monitoring devices both in the storm drains just north of the **PARK** and in the conveyance system within the **PARK**. The monitoring devices will be connected to an above-ground central, programmable logic controller and an operator interface panel for the purposes of data gathering. Vadose zone-monitoring devices and groundwater monitoring wells will also be part of the overall water-quality monitoring of the **PROJECT**.

Finally, the **PROJECT** will provide an additional water-quality safety feature by having an automatic shutdown system within the storm drains on Cantara Street that are part of the **PROJECT**. This system will consist of instantaneous monitoring devices to detect exceptionally high levels of pollutants within the captured stormwater. When these high levels are detected, automatic shutdown valves will be triggered to prevent the flow of excessive pollutants into the underground, **PROJECT**-related stormwater facilities within the **PARK**. In this situation, the telemetry system will automatically signal the **PROJECT**

contacts at the **DISTRICT** and at the Department of Public Works of the City of Los Angeles as is described in another, comparable Agreement between these two entities.

- C. The initial term ("**Initial Term**") of this AGREEMENT is twenty-five (25) years. This AGREEMENT may be extended or renewed or modified and amended only by mutual written consent of **DISTRICT**, as represented by **DISTRICT's** Chief Engineer or his/her designee, and by **CITY PARKS**. It is further understood that the **Initial Term** and any extensions or renewals of this AGREEMENT are to be co-terminus with the corresponding Agreement concerning the **PROJECT** that will be executed between **DISTRICT** and the Department of Public Works of the City of Los Angeles. A cancellation or modification of the other, corresponding Agreement will constitute a cause for a corresponding cancellation or modification of this AGREEMENT between **DISTRICT** and **CITY PARKS**.
- D. Upon execution of this AGREEMENT, **CITY PARKS** hereby grants **DISTRICT** permission to access, as needed and at no cost to **DISTRICT**, the **PROJECT** components located within the **PARK** and described in Sections I and II of this AGREEMENT for the construction, maintenance and monitoring of the **PROJECT** as set forth in this AGREEMENT and in the corresponding Agreement with the Department of Public Works, City of Los Angeles. Said permission is to extend for the **Initial Term** and any subsequent renewals or extensions to this AGREEMENT.
- E. Each party will keep, inspect and maintain the components of the **PROJECT** under its respective jurisdiction as set forth in Sections I and II of this AGREEMENT in a safe, clean and orderly condition.
- F. The **PROJECT** will be constructed following approval by the Los Angeles County Board of Supervisors, in its capacity as the **DISTRICT's** governing body, of both this AGREEMENT and of a corresponding Agreement between **DISTRICT** and the Department of Public Works, City of Los Angeles and upon the successful completion by **DISTRICT** of bid/award contract activity and the issuance by **DISTRICT** of a "Notice to Proceed".
- G. Upon **CITY PARKS** acceptance of this AGREEMENT, a Memorandum of Understanding or a Right-of-Entry Permit may need to be negotiated and executed between **CITY PARKS** and the Department of Public Works, City of Los Angeles, for additional responsibilities involving the **PROJECT** at the **PARK**. Such document will include all required permissions at no cost to either **DISTRICT** or City Public Works. Said

permission is to extend for the **Initial Term** and for any subsequent extensions or renewals of this AGREEMENT.

- H. Upon execution of this AGREEMENT, **CITY PARKS** hereby grants **DISTRICT** permission to use, as needed and at no cost to **DISTRICT**, the adjacent right-of-way belonging to the Department of Public Works of the City of Los Angeles for the construction, maintenance and monitoring of the **PROJECT** as set forth in this AGREEMENT and in the corresponding Agreement with said City Department of Public Works. Said permission is to extend for the **Initial Term** and for any subsequent extensions or renewals of this AGREEMENT.
- I. All obligations of **CITY PARKS** and **DISTRICT** under this AGREEMENT for the installation and maintenance of the landscaping and recreation improvements and of the interpretive signage of the **PROJECT** are subject to the allocation to **DISTRICT** by TreePeople, Inc., a non-profit organization, of \$400,000 from a grant already obtained by TreePeople under Proposition 40 (Murray-Hayden) and administered by the State. **DISTRICT** is not obligated under this AGREEMENT to expend any other funds appropriated to **DISTRICT** in the event the Murray-Hayden grant funds are inadequate to complete said landscaping and recreation components of the **PROJECT**.
- J. During construction of the **PROJECT**, **DISTRICT** will furnish an inspector for the **PROJECT**. **CITY PARKS** may also furnish, at no cost to **DISTRICT**, an inspector or other representative to inspect the **PROJECT's** construction. Said inspectors will cooperate and consult with each other. **CITY PARK's** inspector will not issue any directive(s) to the contractor but will communicate same to **DISTRICT's** inspector. The orders of **DISTRICT's** inspector to the contractor or to any other person in charge of construction will prevail and be final.
- K. **DISTRICT** is not held accountable for the expense of relocation, alteration or modification of the **PROJECT** provided that such additional expense is not required as a result of conditions referenced in Section II-D(a) of this AGREEMENT but is incurred solely as a result of a supplemental request by **CITY PARKS** or by the City's Department of Public Works after approving the plan design.
- L. Neither **DISTRICT** nor any officer, agent or employee of **DISTRICT** will be responsible for any damage or liability occurring by reason of any act or omission on the part of **CITY PARKS** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **CITY PARKS** under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4 **CITY PARKS** will fully indemnify, defend and hold **DISTRICT**

harmless from any claims, damages, injuries or liability caused by any acts or omissions on the part of **CITY PARKS** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **CITY PARKS** under this AGREEMENT.

- M. Neither **CITY PARKS** nor any officer or employee of **CITY PARKS** will be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **DISTRICT** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **DISTRICT** under this AGREEMENT. It is also understood and agreed that pursuant to the State of California Government Code Section 895.4, **DISTRICT** will fully indemnify, defend and hold **CITY PARKS** harmless from any claims, damages, injuries or liability caused by any acts or omissions on part of **DISTRICT** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **DISTRICT** under this AGREEMENT.
- N. In contemplation of the provisions of Section 895.2 of the State of California Government Code that impose certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any act or omission in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost or expense that may be imposed upon the other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- O. **CITY PARKS** understands and agrees that all persons furnishing services to **DISTRICT** pursuant to this AGREEMENT and who are not officers, agents or employees of **DISTRICT** are, for the purposes of workers' compensation liability, employees solely of the City of Los Angeles, a municipal corporation, which will bear the sole responsibility and liability for furnishing workers' compensation benefits to such City of Angeles employees for injuries arising from or connected with services performed on behalf of the City of Los Angeles pursuant to this AGREEMENT.
- P. All personnel assigned to perform service under this AGREEMENT will be employed and compensated in accordance with all applicable

Federal, State, and local ordinances and laws including, but not limited to, the Immigration Act and Reform 1986 (Public Law 99-603).

- Q. The provisions of this AGREEMENT will be interpreted and enforced pursuant to the laws of the State of California.
- R. This AGREEMENT will automatically be superseded and rendered void if, at some point during the **Initial Term**, another Agreement is executed between **DISTRICT** and **CITY PARKS** with respect to the **PROJECT**.
- S. Notices

All notices herein that are to be given or that may be given by either party will be in writing and will be deemed to have been given five business days after deposit in the U. S. Mail, addressed as follows.

To DISTRICT:

Chief Engineer
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460
[tel.: (626) 458-4000; fax: (626) 458-4002]

To CITY PARKS:

Official notices:

General Manager
Department of Recreation and Parks
1200 W. Seventh Street, seventh floor
Los Angeles, CA 90017

Routine notices on maintenance, operations:

Park Maintenance Supervisor or District Supervisor
Department of Recreation and Parks, South District
City of Los Angeles
1227 Erwin Street
North Hollywood, CA 91606
[tel.: (818) 506-7456; fax: (818) 508-6274]

ACKNOWLEDGEMENTS

IN WITNESS WHEREOF the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, by order of its Board of Supervisors, has caused this AGREEMENT to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by the Executive Officer of the Board of Supervisors and said CITY OF LOS ANGELES has hereunto subscribed the names of their authorized representatives.

FOR THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic:

By: _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the Board of Supervisors
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: WTR
Deputy

FOR THE CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Board of Recreation and Park Commissioners

By: Mely Roca
President
Date: 5/27/04

By: Samuel O'Leary
Secretary
Date: 5-27-04

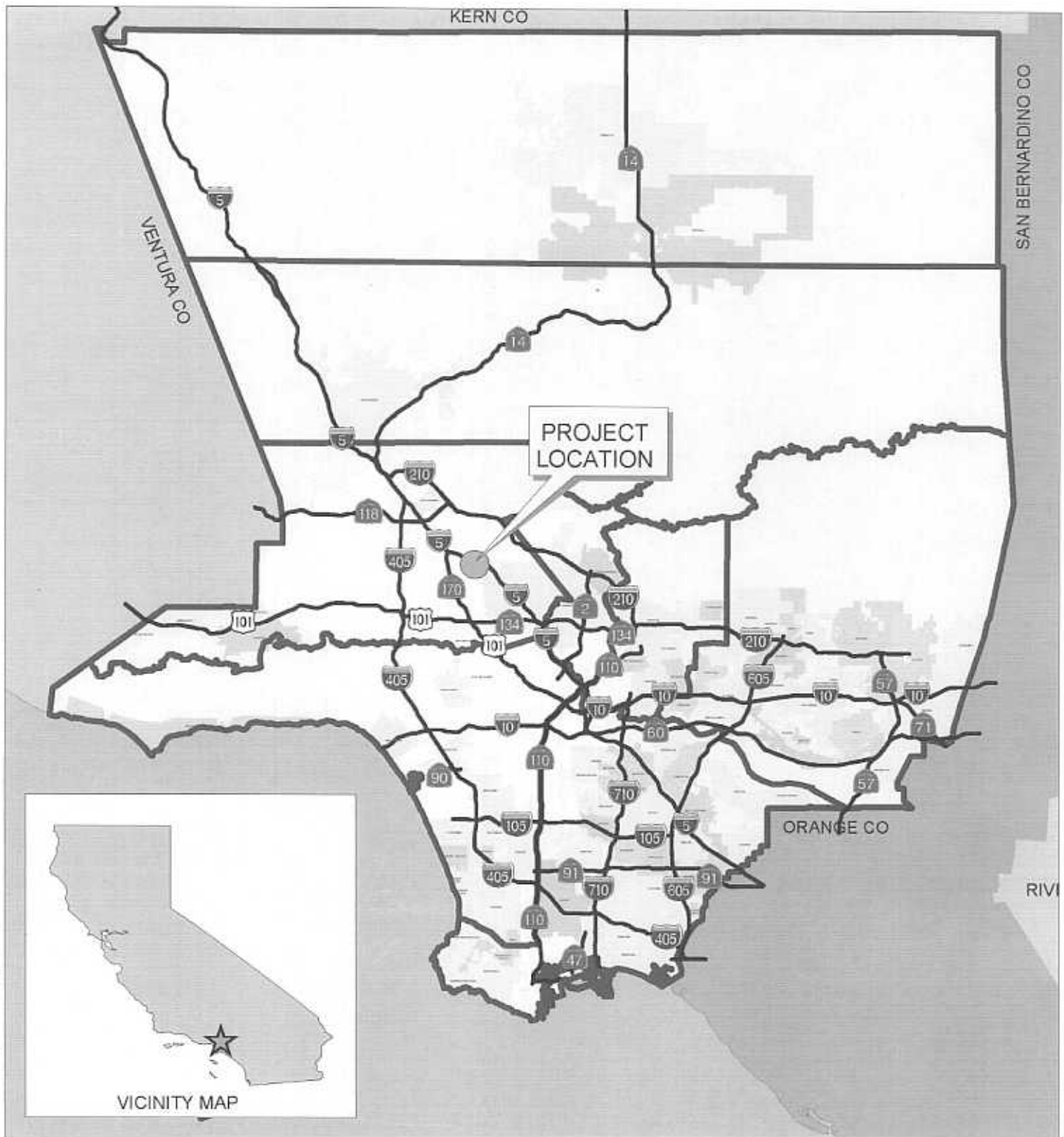
APPROVED AS TO FORM:
Rockard J. Delgadillo, City Attorney

By: Mark L. Brown
Sr. Assistant City Attorney

Rev. 5-04-04

EXHIBIT A

Project General Location Map



DEPARTMENT OF PUBLIC WORKS
900 S. Fremont Ave.
Alhambra, CA 91803
Mapping & Property Management Division
Mapping & GIS Services Section

SUN VALLEY WATERSHED – SUN VALLEY PARK DRAIN AND INFILTRATION PROJECT



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Park Boundaries

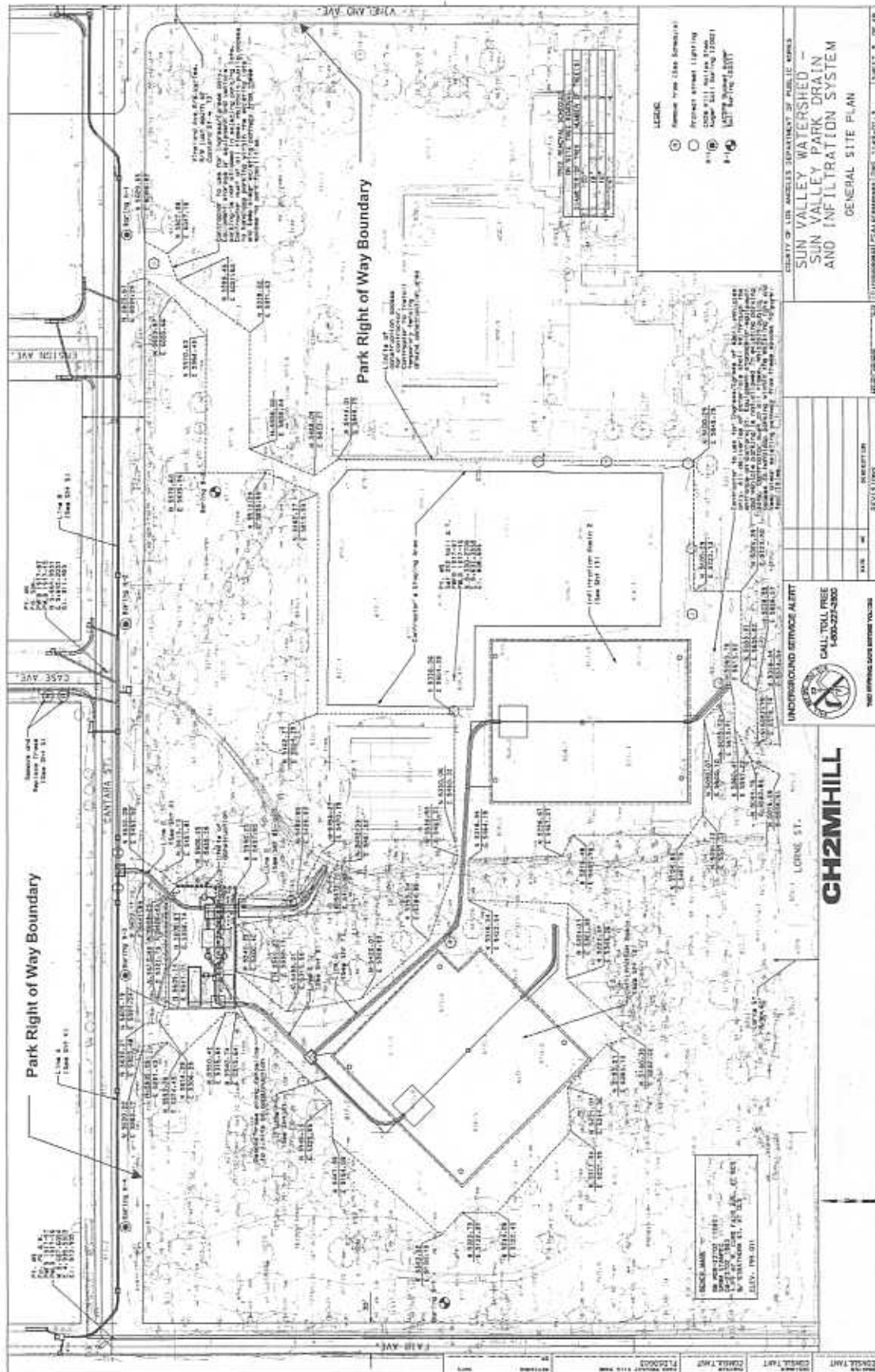


EXHIBIT C

Plan View

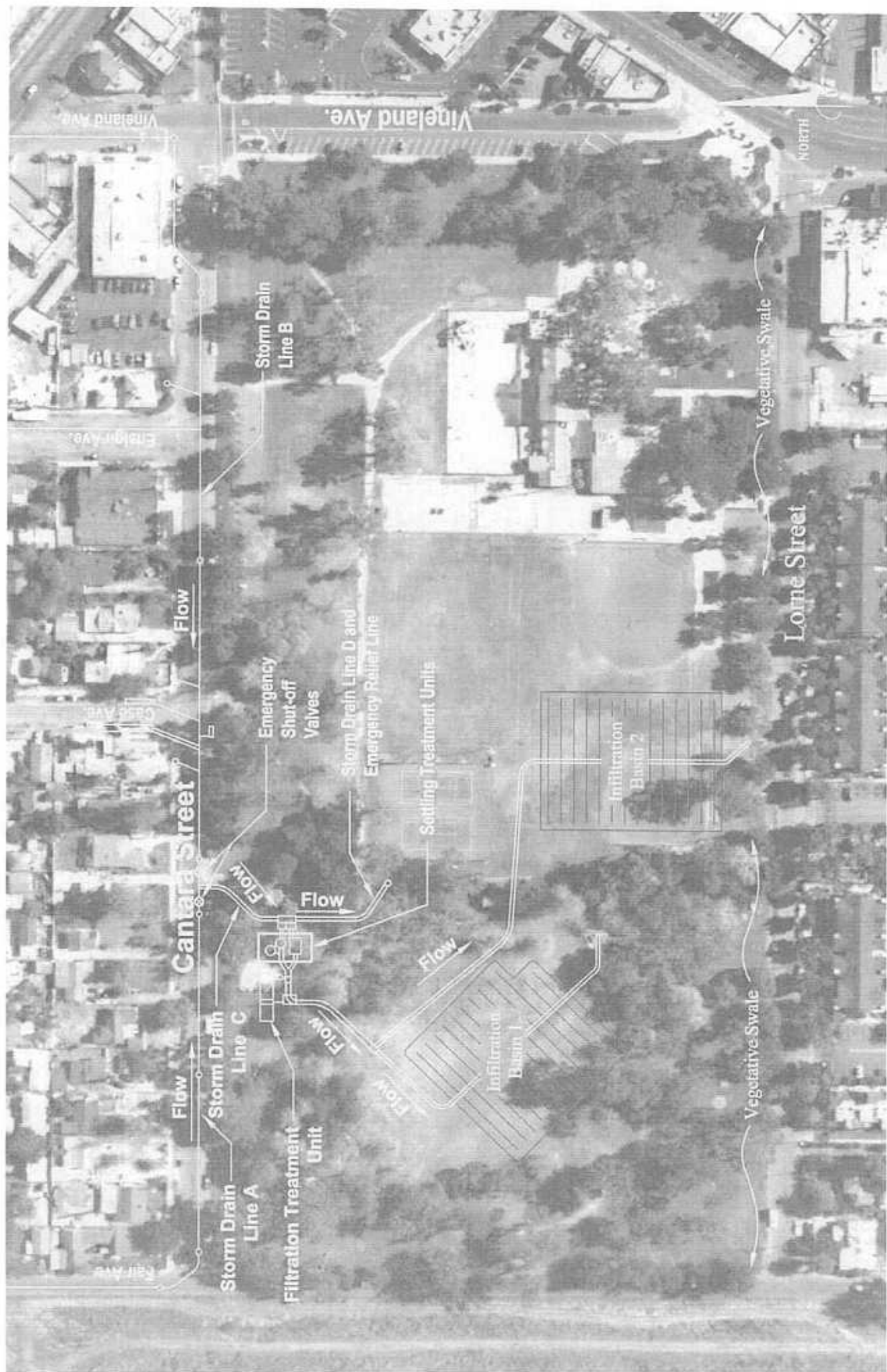
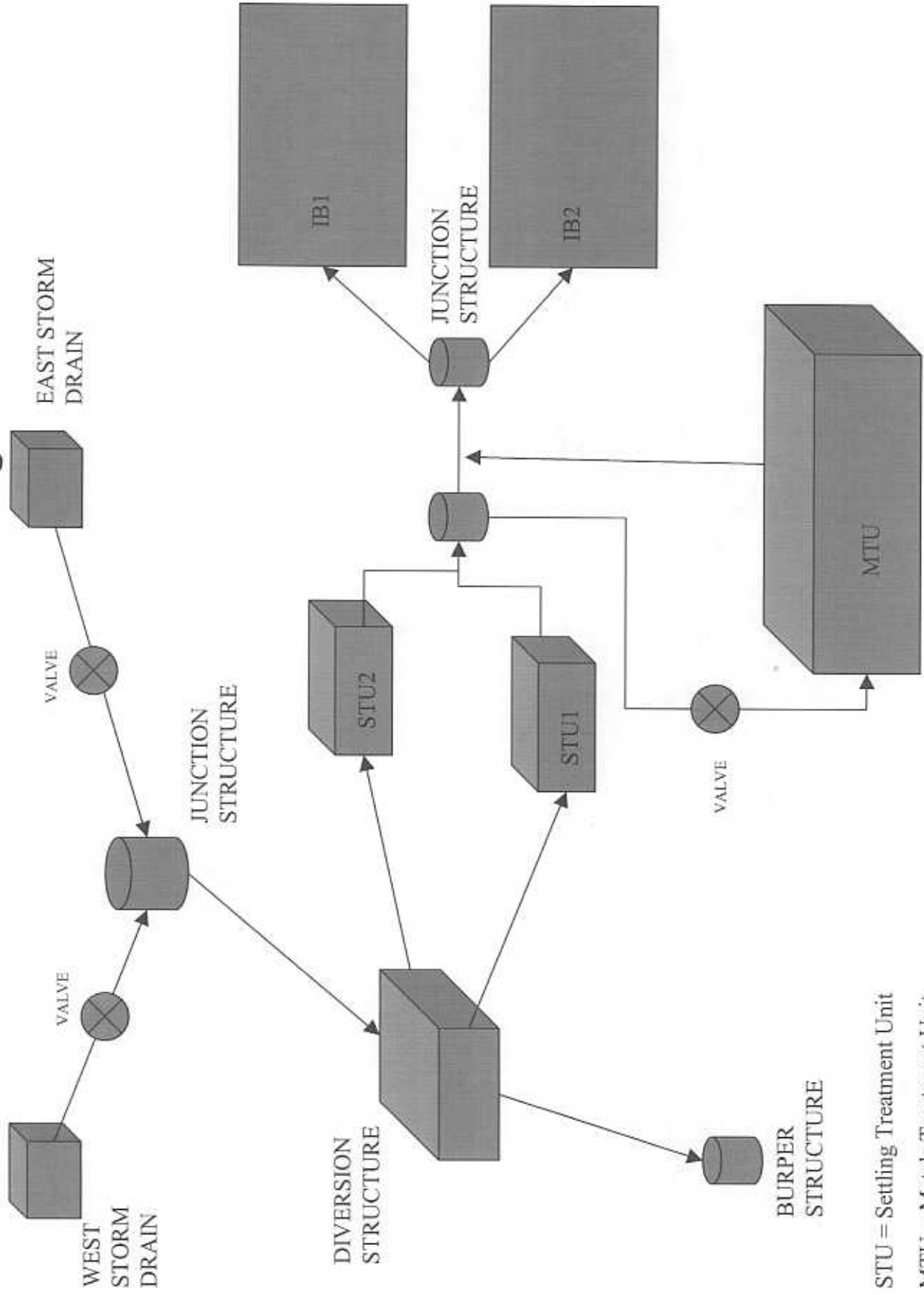


EXHIBIT D – Process Flow Diagram



STU = Settling Treatment Unit

MTU = Metals Treatment Unit

IB = Infiltration Basin

A G R E E M E N T

This Agreement, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONSTROL DISTRICT, a body corporate and politic, hereinafter referred to as "**District**," and the CITY OF LOS ANGELES, a municipal corporation in the County of Los Angeles, acting by and through its Board of Public Works, hereinafter referred to as "**City**."

W I T N E S S E T H

WHEREAS, **District** and **City** propose to reduce flooding, increase water quality, recharge groundwater, provide landscaping and recreational enhancements, and improve aesthetics in and around the Sun Valley Park and Recreation Center, which proposal is hereinafter referred to as "**Project**" and is formally known as the "Sun Valley Watershed – Sun Valley Park Drain and Infiltration System"; and

WHEREAS, **Project** will capture and convey stormwater runoff generated from up to a 50-year frequency design storm from the upstream local drainage subarea to the Sun Valley Park and Recreation Center, hereinafter referred to as "**Park**." See EXHIBIT A – **Park** General Location Map and EXHIBIT B – Park Boundaries. The capture and conveyance system will consist of catch basins and storm drains running within Cantara Street just north of **Park**. Specifically, the system will run from the eastern edge of Fair Avenue, along Cantara Street, to the western edge of Vineland Avenue as shown in EXHIBIT C – Plan View; and

WHEREAS, **Project** consists of an underground conveyance, treatment, and infiltration system within **Park**. This system will route the captured stormwater, as described above to a diversion structure that will split the flow into two settling treatment devices for removal of suspended solids. The flow will then be combined, and the first flush (the first 0.75 inches of rainfall) will then be diverted to a filtration device for removal of heavy metals. The treated first flush will combine with the rest of the flow for conveyance into two infiltration basins as shown in EXHIBIT D – Process Flow Diagram. The primary infiltration basin will be located beneath the existing passive recreation area on the west side of **Park**. The secondary infiltration basin will be located beneath a portion of the western baseball field as shown in EXHIBIT C – Plan View; and

WHEREAS, **Project** will have a burper structure to outlet captured stormwater flow in excess of the treatment system's capacity; and

WHEREAS, **Project** includes in-line monitoring devices in the conveyance system within **Park**, and in the storm drains just north of **Park**. The monitoring devices will be connected to a central programmable logic controller and an operator interface panel located aboveground for data gathering. Vadose zone monitoring devices and groundwater monitoring wells will also be part of the overall water quality monitoring of **Project**; and

WHEREAS, Project will provide an additional water quality safety feature of an automatic shutdown system within the storm drains on Cantara Street located just north of **Park**. This system will consist of instantaneous monitoring devices to detect exceptionally high levels of pollutants within the captured stormwater. When these high levels are detected, automatic shutdown valves will be triggered to prevent the flow of excessive pollutants into the underground stormwater facilities within **Park**. In this situation, the telemetry system will automatically notify assigned organizations; and

WHEREAS, Project will comprise of a vegetated swale along portions of the south edge of **Park** as shown in EXHIBIT E – Swale Plan View. The swale will collect, treat, and infiltrate runoff generated from **Park**. The swale will also collect runoff along the adjacent Lorne Street through proposed inlets within the existing curb. Drywells will be included as part of the swale to facilitate drainage; and

WHEREAS, Project will further include installation of a soccer field over the western portion of **Park**, sports lighting for the soccer field, improved turf over the current baseball fields, new bleachers to replace the existing baseball bleachers, signage, and plantings with native species; and

WHEREAS, Project is entirely within the City of Los Angeles right of way; and

WHEREAS, Project is in the general interest of **District** and **City**, and will improve the quality of life for citizens and provide for increased park usage during the rainy season; and

WHEREAS, District and **City** are cooperating in the maintenance of the improvements, as more fully set forth herein, and

WHEREAS, TreePeople, Inc., a non-profit organization, hereinafter referred to as "**Treepeople**," has been allocated Murray-Hayden grant funds, administered by the California Department of Parks and Recreation, totaling Four Hundred Thousand and 00/100 Dollars (\$400,000), to finance the educational signage and recreational improvements as part of **Project**; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by **District** and **City**, and of the promises herein contained, it is hereby agreed as follows:

ARTICLE 1 - DEFINITIONS

The following words and phrases that are used herein shall each have the meaning set forth opposite the same:

City:	The City of Los Angeles, acting by and through its Board of Public Works
District:	The Los Angeles County Flood Control District
City Parks:	The City of Los Angeles Department of Recreation and Parks

M-Manual: A maintenance manual that describes detailed operation and maintenance of the Project

Parties: City, District, and City Parks

Park: Sun Valley Park and Recreation Center, located at 8133 Vineland Avenue in the Sun Valley area of the City of Los Angeles, State of California

Project: Design, construction, operation, and maintenance of the Sun Valley Park Drain and Infiltration Project

SECTION I

City AGREES:

- A. Upon completion of construction and throughout the term of this Agreement and at no cost to **District**, to accept ownership of the underground conveyance, treatment, and infiltration system of **Project**, including the electrical, mechanical, and telecommunication components of that system, within **Park** in perpetuity, unless transfer thereof is made to the State or other appropriate governmental agency or quasi-governmental agency, in accordance with existing law at the time of any such transfer.
- B. Upon completion of construction and throughout the term of this Agreement and at no cost to **District**, to assume the following responsibilities to operate and maintain the underground conveyance, treatment, and infiltration system of **Project**, including the electrical, mechanical, and telecommunication components of that system, within **Park** in good condition and in perpetuity:
 1. To provide operation and maintenance for the **Project** per **M-Manual**
 2. To maintain the electrical, mechanical, and telecommunication components of **Project** related to the stormwater facilities, including, but not limiting to, electrical lines, telecommunication lines, pumps, valves, gates, and weirs per **M-Manual**.
 3. To pay for utility costs associated with the operation of the stormwater facilities of **Project**.
 4. After the first year of operation, to accept the maintenance responsibilities and therefore provide the necessary maintenance for the filtration unit per **M-Manual**.

5. To provide the required maintenance for the settling treatment devices per **M-Manual**.
6. To repair or replace all damaged stormwater facilities and its related components as described in **M-Manual** within **Park**, excluding those maintained by **District** or **City Parks**, within a reasonable time frame.
7. To provide the necessary response to an automatic shutdown of system when contacted.
8. To provide **District** with contact information for person(s) responsible for the maintenance activities set forth in this Agreement.
9. To coordinate maintenance activities as it relates to **Project** with **City Parks**.
10. To coordinate and communicate maintenance activities as it relates to **Project** with **District** by providing annual written reports to **District** describing maintenance activities per **M-Manual**.
11. To handle community relations; respond to public inquiries, complaints, etc. related to the stormwater facilities functions of **Project**.

SECTION II

District AGREES:

- A. To prepare plans and specifications, to perform contract administration, and to perform or oversee the construction and inspection for **Project**, as more fully set forth in this Agreement.
- B. To construct **Project** based on Standard Specifications for Public Works Construction and the approved plans and specifications to enable the safe operation and maintenance of **Project**.
- C. To, as a lead agency, prepare and obtain any necessary supplemental environmental documents as required under the California Environmental Quality Act for **Project** construction and agreed upon by **City**. The **District** filed a Notice of Exemption on May 30, 2003, after having completed a Categorical Exemption for **Project**.

- D. To approve or disapprove of any requested changes in work to **Project** within ten (10) working days of receipt of written request from **City**.
- E. To retain ownership of the catch basin and storm drain portion of **Project** within the street right of way in perpetuity, unless transfer thereof is made to the State or other appropriate governmental agency or quasi-governmental agency, in accordance with existing law at the time of any such transfer.
- F. To perform water quality monitoring of **Project** using the in-line water quality monitoring devices, the vadose zone monitoring devices, and the groundwater monitoring wells.
 - a. Provide water quality data attained from monitoring of **Project** to **City** to allow for effective maintenance of **Project** per **M-Manual**.
- G. To make changes to the final plans and specifications for **Project** necessitated by unforeseen or unforeseeable field conditions encountered during construction.
- H. To maintain the filtration unit, including the replacement of the filters, for the first year of **Project** operation per **M-Manual**. After the first year of **Project** operation, the filtration unit will be maintained by **City** per **M-Manual**.
- I. To, upon completion of construction, throughout the term of this Agreement and at no cost to **City**, assume the following responsibilities to maintain **Project** in good condition:
 - a. Provide maintenance and operation of flood control facilities of **Project** within the street right of way, including the repair of damaged storm drains and valves.
 - b. Maintain the vadose zone monitoring devices and the groundwater monitoring wells.
 - c. Maintain the physical structure of the water quality sampling devices.
 - d. Maintain the interface laptop computer as associated with the instrumentation, control, and monitoring.
 - e. Coordinate and communicate maintenance activities as it relates to **Project** with **City**.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. Each party shall have no financial obligation to the other party under this Agreement, except as herein expressly provided.
- B. Each party shall keep, inspect, and maintain the **Project**, as set forth in this Agreement, in a safe, clean, and orderly condition.
- C. **Project** will be constructed, following County of Los Angeles Board of Supervisors, in its capacity as governing body of the **District**, approval and **District** issuance of construction notice to proceed.
- D. Upon **City** acceptance of this Agreement, **City** hereby grants **District** permission in perpetuity to use **City**-owned right of way necessary for the construction, maintenance, and monitoring of **Project**, as set forth in this Agreement, at no cost to **District**.
- E. **City Parks** and **District** obligation for the landscaping and recreational improvements as part of **Project** under this Agreement are subject to acquisition of a Murray-Hayden grant. **District** is not obligated under this Agreement to expend any of its funds in the event the Murray-Hayden grant funds are inadequate to complete the landscaping and recreational improvements as part of **Project**.
- F. During construction of **Project**, **District** shall furnish an inspector for **Project**. **City** may also furnish, at no cost to **District**, an inspector or other representative to inspect construction of **Project**. Said inspectors shall cooperate and consult with each other. **City** inspector shall not issue any directive(s) to the contractor, but shall work through **District** inspector. The orders of **District's** inspector to the contractor or any other person in charge of construction shall prevail and be final.
- G. **District** is not held accountable for the expense of relocation, alteration, and modification of **Project**.
- H. This Agreement may be amended or modified only by mutual written consent of **District** and **City**.
- I. Neither **District** nor any officer or employee of **District** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **City** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **City** under this Agreement. It is also understood and agreed that,

pursuant to Government Code, Section 895.4, **City** shall fully indemnify, defend, and hold **District** harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of **City** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **City** under this Agreement.

- J. Neither **City**, nor any officer or employee of **City**, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **District** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **District** under this Agreement. It is also understood and agreed that pursuant to Government Code, Section 895.4, **District** shall fully indemnify, defend, and hold **City** harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of **District** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **District** under this Agreement.
- K. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury cause by any act or omission in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- L. **City** understands and agrees that all persons furnishing services to **District** pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of **City**. **City** shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of **City** pursuant to this Agreement.
- M. All personnel assigned to perform service under this Agreement shall be employed and compensated in accordance with all applicable Federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Act of 1986 (P. L. 99-603). Such personnel shall treat residents in a courteous manner.

- N. The provisions of the Agreement shall be interpreted and enforced pursuant to the laws of the State of California.
- O. Any correspondence, communication or contact concerning this Agreement shall be directed to the following:

City:

Ms. Rita Robinson
Director of Public Works
City of Los Angeles
650 S. Spring Street
Los Angeles, CA 90014

District:

Mr. James A. Noyes
Chief Engineer
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460

ACKNOWLEDGEMENTS

IN WITNESS WHEREOF the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, by order of its Board of Supervisors, has caused this AGREEMENT to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by the Executive Officer of the Board of Supervisors and said CITY OF LOS ANGELES has hereunto subscribed the names of their authorized representatives.

FOR THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic:

By: _____
Chairman, Board of Supervisors


ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the Board of Supervisors
of the County of Los Angeles

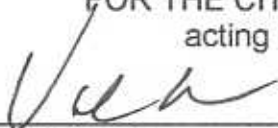
By: _____
Deputy

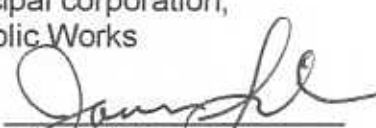
APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By:  _____
Deputy

FOR THE CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Board of Public Works

By:  _____
President
Date: 5/27/04

By:  _____
Secretary
Date: 5/27/04

APPROVED AS TO FORM:
Rockard J. Delgadillo, City Attorney

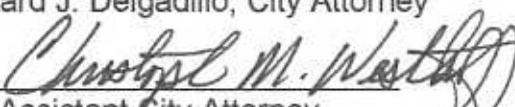
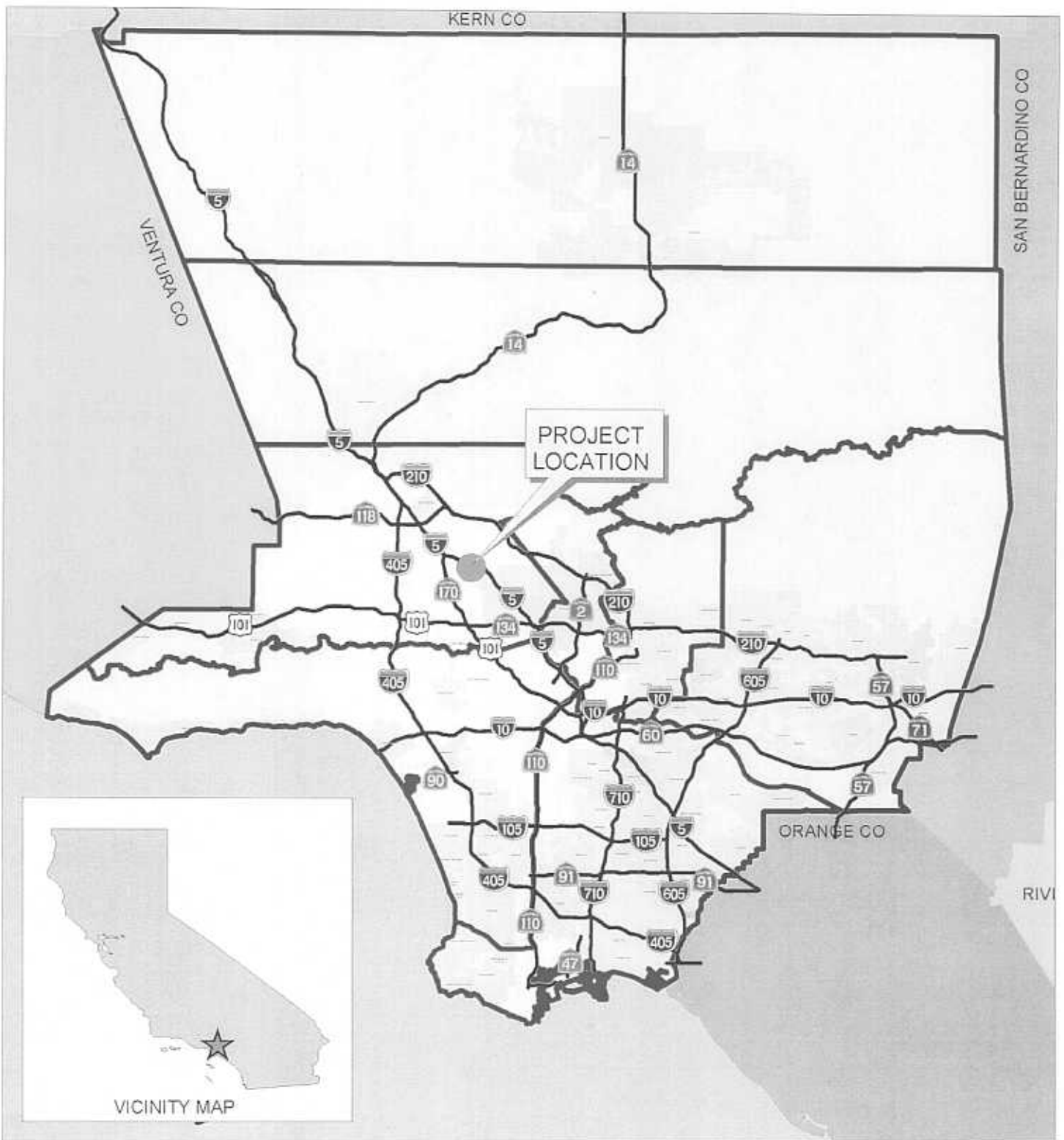
By:  _____
Assistant City Attorney

EXHIBIT A

Project General Location Map



DEPARTMENT OF PUBLIC WORKS
900 S. Fremont Ave.
Altamira, CA 91803

Mapping & Property Management Division
Mapping & GIS Services Section

SUN VALLEY WATERSHED – SUN VALLEY PARK DRAIN AND INFILTRATION PROJECT



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Data contained in this map was produced in whole or part from the Los Angeles County Department of Public Works' digital database.

EXHIBIT B Park Boundaries

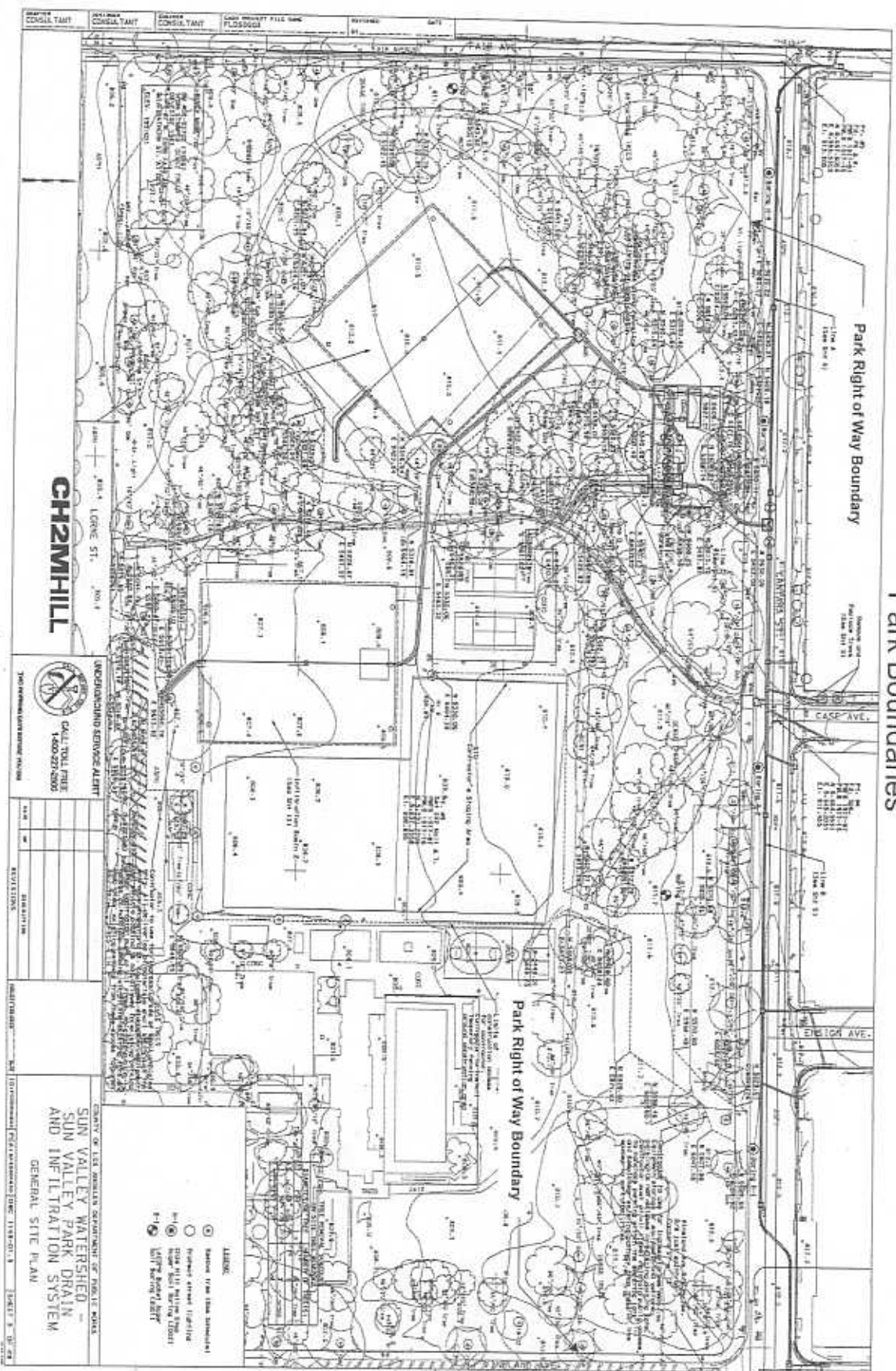


EXHIBIT C

Plan View

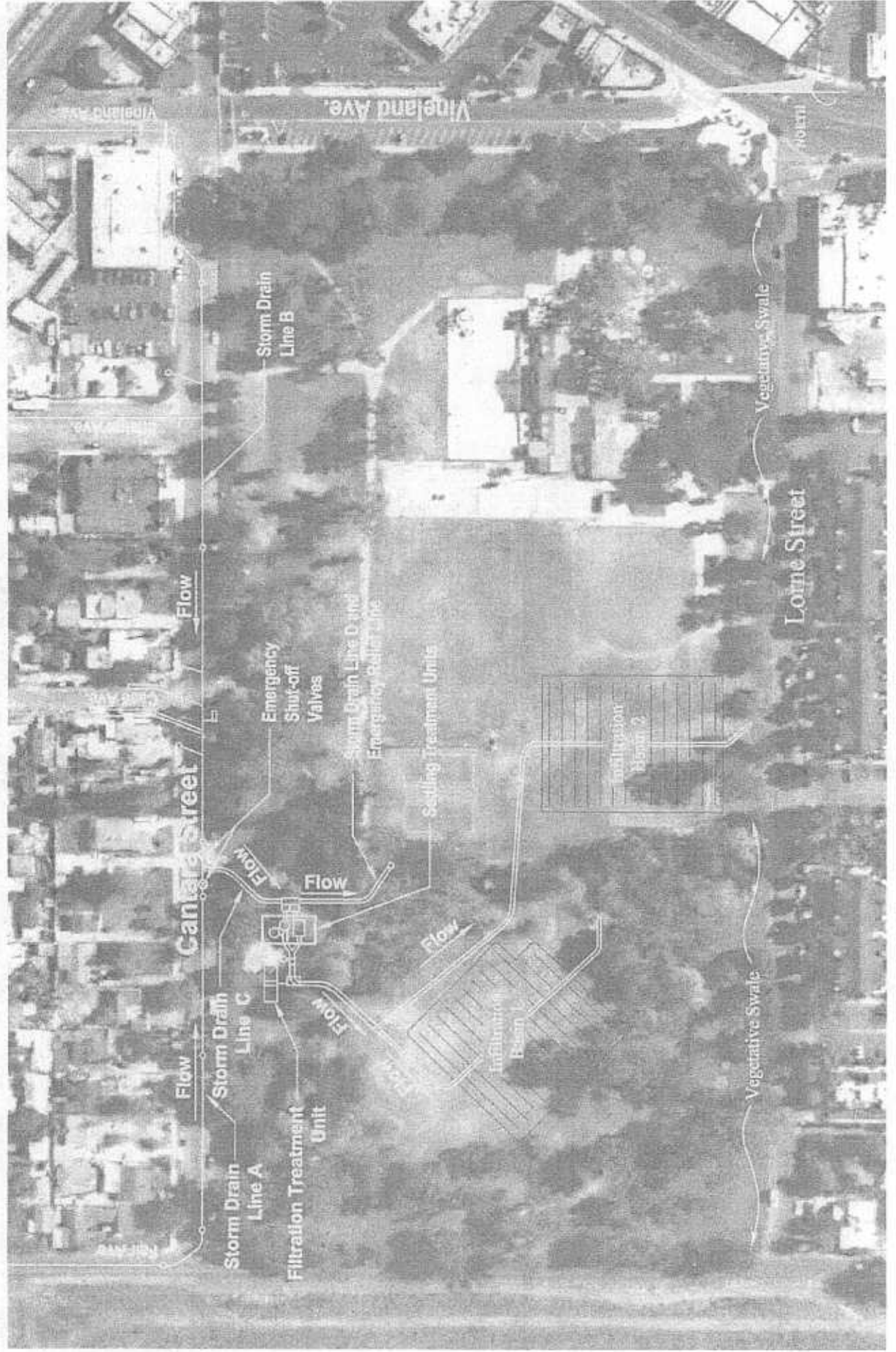


EXHIBIT D – Process Flow Diagram

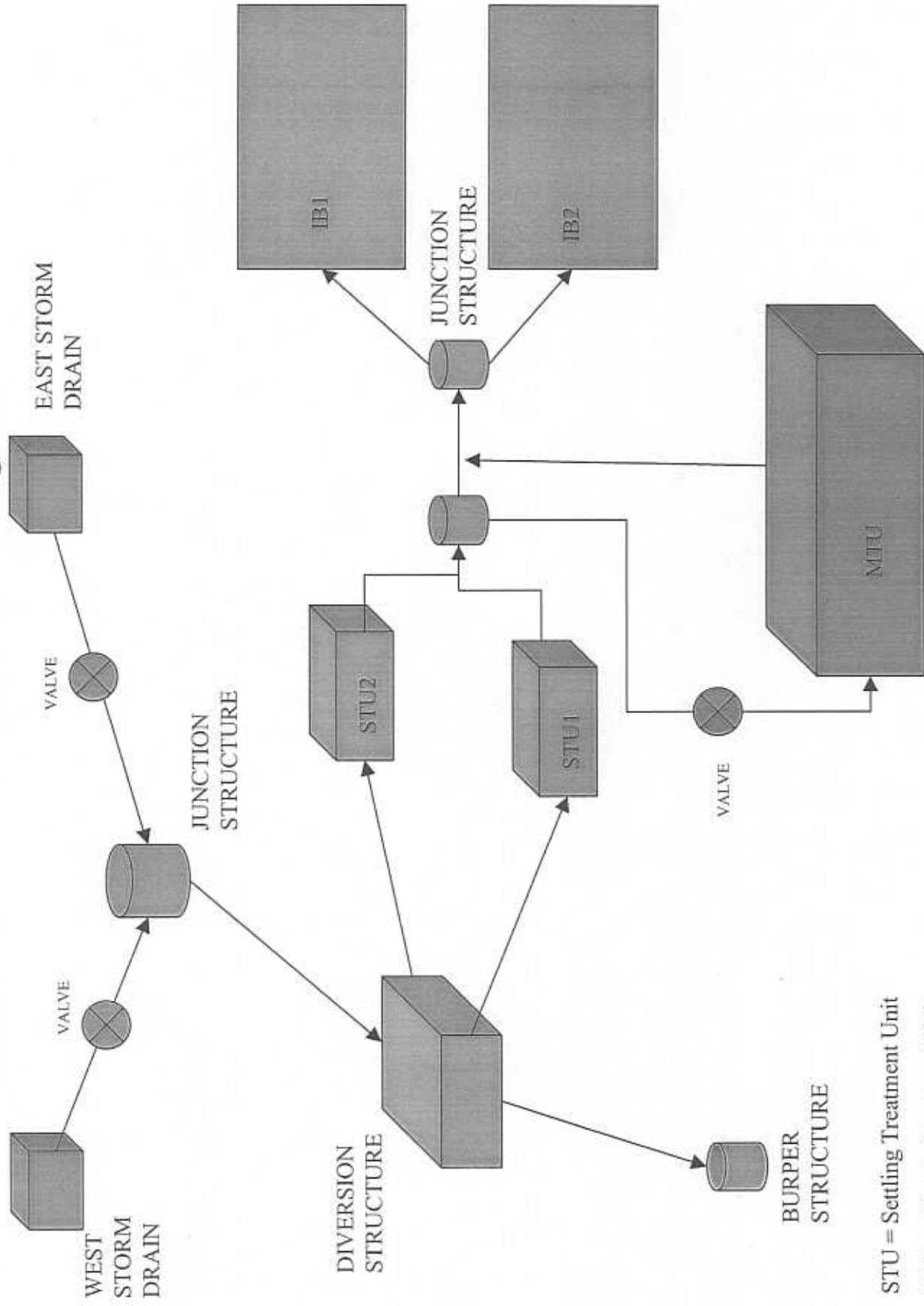


EXHIBIT E

